



November 28, 2012

U.S. Environmental Protection Agency, Region 5  
Superfund Division, Enforcement and Compliance Assurance  
Attn.: Marsh A. Adams, Enforcement Specialist  
77 West Jackson Boulevard, (SE-5J)  
Chicago, Illinois 60604-3590



Ms. Adams,

1. Schumann inc has leased building space from Troy Lumber since June 1, 2011. Please see the enclosed copy of our lease arrangement.
2. No one at our facility has used, purchased, stored, treated, disposed, transported or otherwise handled any material containing chlorinated solvents.
3. Schumann inc does not have any past or present solid waste management units at any facility.
4. There have been no leaks, spills, or releases of any chlorinated solvents or materials at our facility since June 2011 when we began leasing the space.
5. Schumann inc has no local, state, or federal environmental permits.
6. You may contact Troy Lumber about any other questions regarding the history, use, purchase, storage, treatment, disposal, transportation or handling of any materials containing chlorinated solvents at this facility prior to June 1, 2011.
7. Schumann inc has no knowledge of any prior leaks, spills or releases into the environment of any chlorinated solvents or materials at this facility.

Any further questions can be directed to our office.

Sincerely,

Stephen A Schumann, President  
SAS/jpc

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement is made between the Landlord, Goodall Properties LLC, and the Tenant, schUMANn inc on this date 06/01/2011.

The Landlord makes available for lease a portion of the Building designated as the Premises, described as follows:

Approximately 5000 square feet, the outlined area on attached print, at 701 West Water Street, Troy, Ohio 45373.

The Landlord hereby agrees to rent the Premises to Tenant and the Tenant hereby agrees to rent the Premises from the Landlord.

1. **TERM:** The initial lease term shall begin on June 1, 2011 and end on August 31, 2013. The Tenant shall have the right to renew the Lease on a monthly basis. The Landlord or the Tenant may cancel the Lease with 180 days written notice.
2. **RENT:** For the initial Lease term, the Tenant agrees to pay the Landlord [REDACTED] per month as rent on or before the first day of each month. If rent due is not paid on or before the tenth day of the month, Tenant agrees to pay a late charge of \$30.00 plus an additional late charge of \$10.00 per day until the rent is paid in full.
3. **SECURITY DEPOSIT:** The Tenant shall deposit an amount of [REDACTED] to be held by the Landlord as security deposit. The Landlord shall have the right to make deductions from the security deposit for the default of rent payment and to make good on any Lease term default by the Tenant. Landlord acknowledges receipt of this deposit.
4. **PROHIBITED USES:** The Tenant shall not use the Premises for storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, device or item.
5. **SUBLET AND ASSIGNMENT:** The Tenant may not sublet or assign this Lease without the consent of the Landlord not to be unreasonably withheld or delayed. The Tenant may without the consent of the Landlord sublet or assign the lease to a wholly owned subsidiary or affiliate of the Tenant's parent company.
6. **REPAIRS AND MAINTENANCE:** The parties agree that this Lease shall be considered a gross lease which means the Tenant is not responsible for any costs or expenses relating to the repairs and maintenance of the building including common areas as well as any insurance amounts not specifically required by this Lease. The Tenant is responsible for any non-structural repair and maintenance directly related to its Premise.
7. **ALTERATIONS:** The Tenant shall have the right to redecorate, remodel, and make additions, improvements and replacements to any or all parts of the Premises during the Lease term, provided that such alterations shall neither impair the structural soundness nor diminish the value of the Premises. No structural alterations or additions are to be made to the Premises without the Landlord's consent. Any alterations must fully comply with local and state building codes and conform to all fire regulations. All alterations are at the tenant's expense.
8. **SIGNS:** The Tenant shall have the right to place and replace any signs at any part of the Premises at his/her own expense, provided that the Tenant removes all such signs upon the termination of the Lease and repairs all damages resulting from the removal of signs.
9. **RIGHT TO ENTER PREMISES:** The Landlord shall have the right to enter the Premises at reasonable hours to inspect the Premises, provided that the Landlord does not unreasonably impair

the Tenant's business on the Premises. The Southeast entrance to the premises must be accessible for emergency egress during business hours for Troy Lumber Company.

10. **PARKING:** The Tenant shall have the non-exclusive use of parking space in common with the Landlord, other tenants of the Building, their guests and invitees during the lease term.
11. **UTILITIES:** The Landlord shall pay all utility charges for electricity, water, sanitation and other services to be used by the Tenant on the Premises. The Tenant shall provide his/her own trash disposal. The Tenant shall supply and pay for natural gas to heat Premises. Initially the Landlord pays the electric utility usage. If Landlord's total utility bill increases more than \$200.00 over the average of the previous two years a surcharge for the excess amount will be charged to the Tenant. Power measurement devices may be added at either Tenant or Landlord expense to provide usage data.
12. **PROPERTY TAXES:** The Landlord shall pay all general real estate taxes coming due on the Premises during the lease term, and all personal property taxes on the Landlord's personal property at the Premises. The Tenant shall pay all personal property taxes on his/her personal property at the Premises.
13. **INSURANCE:** If the premises are damaged by fire or other casualty due to an act of negligence by the Tenant or his/her agents, employees or invitees, rent shall not be diminished or disrupted while such damage is under repair. The Tenant shall also be responsible for any repair cost not covered by insurance. The Landlord shall maintain fire and extended insurance coverage on the Premises and Building. The Tenant shall be responsible for fire and extended insurance coverage of all of his/her personal property in the premises.
14. **DEFAULT:** The Tenant will be in default of this commercial lease agreement if he/she:
  - A. Fails to pay the full rent when due on at least two occasions or,
  - B. Fails to fulfill any term or condition of this Lease and such default continues for ten days after the Landlord has given notice of it to the Tenant or,
  - C. Causes a lien to file against the Premises and such lien is not removed within ten days of recordation.
  - D. If the Tenant is in default, the Landlord shall have the right to terminate this commercial lease agreement by giving the Tenant a 30 day notice in writing.

15. **ADDITIONAL TERMS AND CONDITIONS:**

Landlord Name: Goodall Properties LLC

Landlord Signature: Joseph N. Goodall Date: 6/6/11

Landlord Address: 701 West Water Street, Troy, Ohio 45373

Tenant Name: schUMANn inc

Tenant Signature: Stephen C. Schumann Date: 6/1/11

Tenant Address: 100 Jackson Street, Troy, Ohio 45373